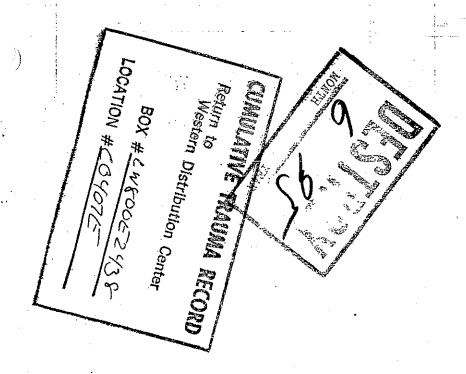
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Case 01-01139-AMC Doc 21936-37 BLANKET EXCESS LIABILITY POLICY

(FOLLOWING FORM)

Coverage is provided in the Company designated by number. a stock insurance Company (herein called the Company)

DECLARATIONS

INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

FIREMAN'S FUND INSTIRANCE COMPANIES MAIL ADDRESS SAN FRANCISCO **CALIFORNIA**

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O1 FIREMAN'S FUND

SAN FRANCISCO, CALIFORNIA

18 THE AMERICAN

PARSIPPANY, NEW JERSEY

07 NATIONAL SURETY CORPORATION

CHICAGO, ILLINOIS

13 ASSOCIATED INDEMNITY SAN FRANCISCO, CALIFORNA CORPORATION

15 AMERICAN AUTOMOBILE INSURANCE COMPANY CREVE COEUR, MISSOURI

POLICY PERIOD:

EXPIRATION (MO. DAY YR.)

INCEPTION (MO. DAY 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3.	LIMET OF LIABILITY				
		\$ \$. EACH OCCURRENCE . AGGREGATE		•
ITEM 4.		INDERLYING INSURAN	CE LIMIT OF LIABILITY		
		\$ \$. EACH OCCURRENCE . AGGREGATE	; ;	
ITEM 5.	PREMIUM BASIS	-	ADVANCE PREMIUM: \$ ANNUAL MINIMUM PREMIUM: \$		
THE EVENT OF CAN	NCELLATION BY THE NAM	ED INSURED, THE CO	MPANY SHALL RECEIVE AND RETAIL	N NOT LESS THAN \$: چاپ خشردست
7, SCHEDULE OF	UNDERLYING INSURANC	E to consequent to the consequence of the consequen	Total Control		
					· •

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

- 1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.
- 2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion the applicable aggregate limit or limits of liability under said rlying policy or policies solely by reason of losses paid there-ir on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is alforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

I. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance alforded by the underlying policies of insurance (apply-(Continued on Page Two)

COUNTER	SIGNATURE DATE	· · ·		,	COUNTERSIGNATURE OF	AUTHORIZED AGENT	
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